

POR SF
11.3.18.1 v6

BOOK 2657 PAGE 1697

RECEIVED
MAR 13 1991
TRANS INDUSTRIES

ELECTRIC POWER LINE AERIAL EASEMENT
AND SURFACE EASEMENT

In consideration of the receipt of one and no/100 dollars (\$1.00), SHELL OIL COMPANY, a Delaware corporation, ("Grantors") hereby convey to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual aerial easement over the following described property (the "Property") for the purpose of overhanging electrical power lines with a perpetual surface easement upon and across the Property for the purpose of maintaining, repairing, operating, and patrolling the electric power lines as described below in Article 2. The Property is situated in Multnomah County, State of Oregon, being a strip of land more particularly described as follows:

Situated in the Southeast quarter of Section 13, Township 1 North Range 1 West, Willamette Meridian;

A strip of land 4.0 feet in width lying East of and adjacent to the East right-of-way line of N.W. 61st Street, a 50-foot-wide road; said strip beginning at the intersection at the Northeasterly right-of-way line of N.W. Culebra Ave., a 50-foot-wide road; thence running parallel with the said East right-of-way of said N.W. 61st Street North 314 15' East, to the intersection of the South right-of-way line of N.W. Front Ave., a 100-foot-wide road, and the terminus of said strip.

The above-described strip is shown on P.G.E. Drawing E-8170, attached hereto which reference thereto is made a part hereof.

TERMS, CONDITIONS AND COVENANTS

1. The aerial easement shall be for the right to overhang electric power lines and appurtenant signal or communication lines over the Property.
2. The surface easement shall be for the right to enter upon the Property and to maintain, repair, operate and patrol electric power lines and appurtenant signal or communication lines, and all uses directly or indirectly necessary thereto. Such uses shall also include keeping the Property free from structures, equipment, trees, vines, brush and any and all other obstructions of any kind and shall include the protection thereof from fire and other hazards.
3. PGE agrees to defend and indemnify Grantor against any and all claims, suits, loss, cost and liability on account of injury or death of persons or damage to any property caused by or arising out of any exercise of the easement and rights herein granted except for any claims, suits, loss, cost and liability resulting from the negligence of Shell. In the event of concurrent and/or contributory negligence or fault, each party shall be responsible for its proportionate share of such claim, suit, loss, cost and liability.
4. PGE shall have the present right to top, limb or fell trees located on land owned by Grantors adjacent to the Property if PGE determines that such trees represent a danger to the use of this easement.
5. PGE agrees to restore the Property including any part of Grantor's adjoining premises that may have been interfered with by PGE to or near the same condition as existed at the time of each entry for the exercise of the rights herein granted.
6. PGE agrees not to unreasonably obstruct or prevent the ingress and egress to the remainder of Grantor's adjoining premises.

After recording return to:
Portland General Electric Company
Property Serv. Dept.
1st SW Salmon St., Portland, OR 97204

MARK 0 5200

USEPA SF



1288209

#36

7. Grantors shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantors shall not build or erect any structure or improvement upon, over or under the Property without the prior written consent of PGE.

8. The Grantors warrant that they have marketable title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.

9. That the easement and rights herein granted are nonexclusive, and are subject to all other easements and encumbrances either of record or evidenced physically on or in the Property.

10. PGE hereby remises, releases and quitclaims to Grantor all of PGE's right, title and interest in and to the herein described Property in the event all or any part of Grantor's premises are acquired or taken for public or quasi-public use as a result of negotiation or a condemnation proceeding. PGE further agrees at the written request of Grantor to execute any such documents to satisfy the requirements of any condemning authority to implement the foregoing to the satisfaction of Grantor. In the event PGE prefers to maintain its easement, PGE shall, at its sole expense, pursue the rights to the easement with the public authority, and PGE shall indemnify Grantor for any and all claims, suits, loss, cost and liability resulting from, caused by, or arising out of PGE's actions to maintain the easement.

11. If PGE removes the electrical power lines and fails to use this easement for a continuous period of five years after the removal of electric power lines, then this easement shall terminate and all rights granted hereunder shall revert to the Grantors.

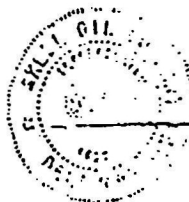
12. As used herein, the singular shall include the plural and vice versa.

13. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

EXECUTED as of August 26, 1990.

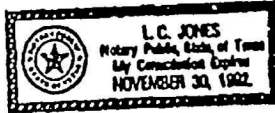
SHELL OIL COMPANY

By: E. D. Ellis (SEAL)
 Grantor — E. D. ELLIS
MANAGER CORPORATE REAL ESTATE
BUSINESS SERVICES (SEAL)
 Grantor — Paul (SEAL)
 Grantor — ASSISTANT SECRETARY (SEAL)
 Grantor — _____ (SEAL)



STATE OF Texas)
County of Harris) SS.

On August 28, 1991, the above-named EDELL
and SA
personally appeared before me and acknowledge the foregoing
instrument to be their voluntary act and deed.



L.C. Jones
Notary Public for

My Commission Expires:
NOV. 30, 1992

PORTLAND GENERAL ELECTRIC COMPANY

By: Mike Livingston (SEAL)
Grantee Mike Livingston

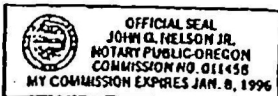
____ (SEAL)
Grantee

____ (SEAL)
Grantee

____ (SEAL)
Grantee

STATE OF OREGON)
County of MULTNOMAH) SS.

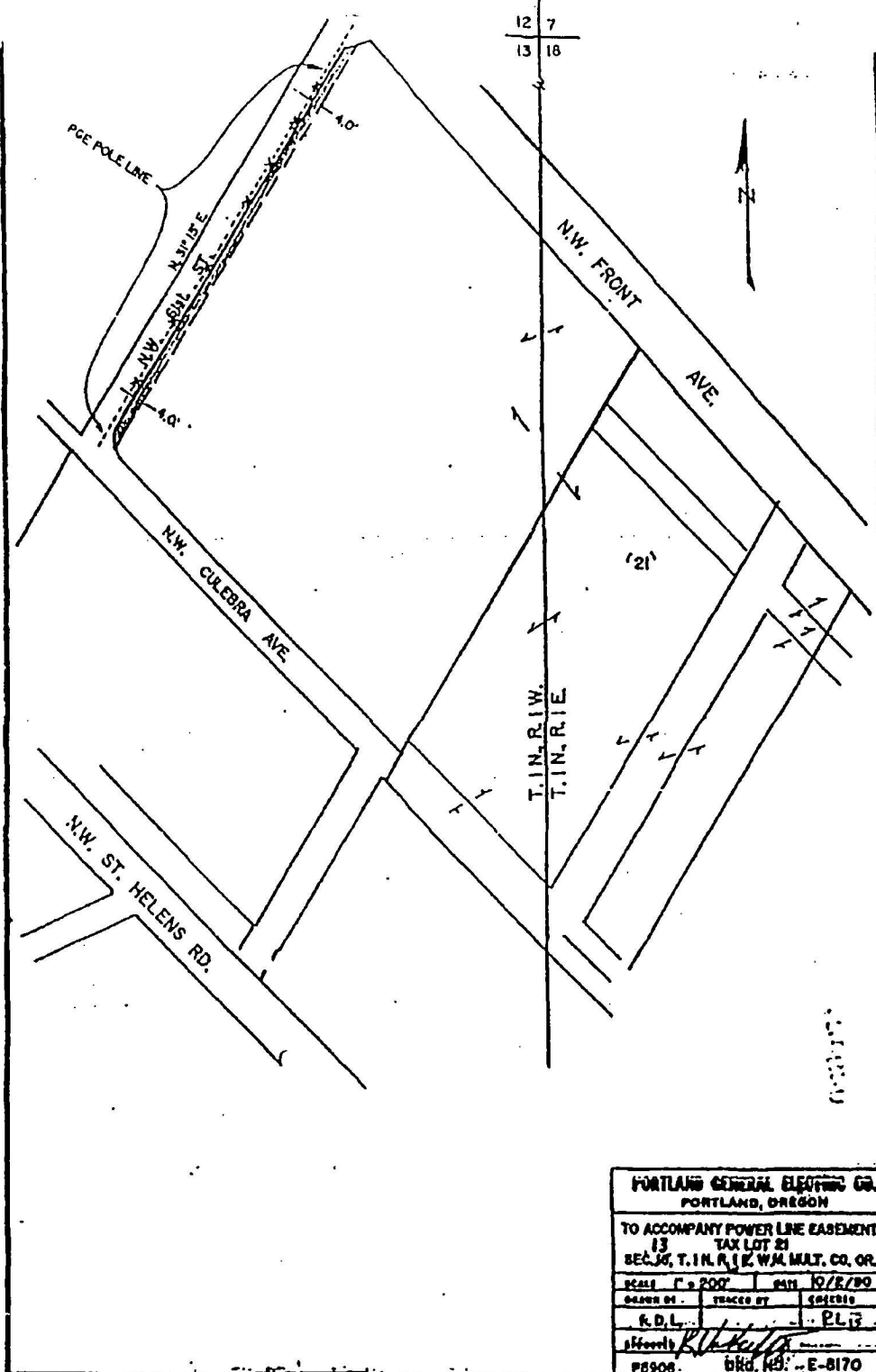
On MARCH 5, 1993, the above-named MIKE LIVINGSTON
and
personally appeared before me and acknowledge the foregoing
instrument to be their voluntary act and deed.



John G. Nelson Jr.
Notary Public for

My Commission Expires:
Jan. 8, 1996

803X2657A



PORTLAND GENERAL ELECTRIC CO. PORTLAND, OREGON		
TO ACCOMPANY POWER LINE EASEMENT		
TAX LOT 21		
SEC. 36, T. 1 N. R. 1 E. W.M. MULT. CO. OR.		
SCALE 1" = 200'	DATE 10/2/89	
DRAWN BY	TRACED BY	CHECKED BY
K.D.L.		P.L.G.
SHEET 1 OF 1		
PROJECT	BRD. NO.	E-8170

Audit 39960

MAR 8 1993

MAR 8 1993

029427

STATE OF OREGON
MULTNOMAH County

I, a Deputy for the Recorder of Conveyances, in and for
said County, do hereby certify that the within instrument of
writing was received for record and recorded in the records
of said County.

93 MAR -8 PM 3:36

RECORD & RETURN
MULTNOMAH CO. OREGON

BOOK 2657 PAGE 1697

Witness my hand and seal of office at Multnomah County, Oregon
Recorder of Conveyances

M. Wallen

Deputy

BOOK 2657 PAGE 1

23